

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

TEKNOR APEX COMPANY,

Plaintiff,

v.

AMES TRUE TEMPER, INC., D/B/A
AMES TRUE TEMPER COMPANY

Defendants.

NO. 06-27ML

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Property of U.S. District Court
District of Rhode Island

STIPULATION GOVERNING THE PRODUCTION
AND EXCHANGE OF CONFIDENTIAL INFORMATION

Teknor Apex Company ("Teknor") and Ames True Temper, Inc., ("Ames"), the parties to the above-captioned action (the "Action"), hereby stipulate and agree to the following:

1. Scope.

This Stipulation applies to all documents and information produced or disclosed by any person or party in the Action. For purposes of this Stipulation, "documents and information" shall include all documents, materials, things or information in any form whatsoever, whether on paper, electronic, email, attachments to email, videotape or audiotape, diskette, computer storage, tangible items, or otherwise, including without limitation all interrogatory answers, responses to requests for production of documents or requests for admissions, deposition testimony and transcripts, deposition exhibits and any other documents or information exchanged, produced or designated pursuant to the terms hereof by any party.

*Enter: Mary M. Lisi
usds 2/2/06*

2. Designation of Confidential Material

All documents and information produced by a party having the right to protect the confidential and/or proprietary nature of such documents or information shall be marked "Confidential" by the producing party.

3. Use of Produced Documents and Information

All documents and information marked "Confidential" produced or disclosed in the Action, ("Confidential Materials"), shall be used solely for the purpose of the litigation and shall not be used for any other purpose, including, without limitation, any business or commercial purpose.

4. Disclosure of Confidential Materials

Confidential Materials shall not be disclosed, provided or made available by a recipient to any person or entity who is not a party to this Action or an officer or director of, or attorney for, a party to this Action.

5. Return of Documents or Information.

At the conclusion of this Action, all Confidential Materials covered by this Stipulation, and all documents or portions thereof containing information derived from documents or information covered by this Stipulation, shall be returned by the receiving party and/or their agents or representatives to the producing party or shall be destroyed, and counsel of record shall certify in writing within thirty (30) days of the conclusion of the Action that such Confidential Material has been returned or destroyed.

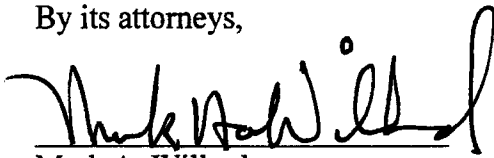
6. Binding Nature of Order.

This Stipulation shall be binding upon the parties and counsel and their officers, directors, and employees and any successors or assigns, whether or not the Court enters it as an Order of the Court.

Respectfully submitted,

AMES TRUE TEMPER, INC.

By its attorneys,



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TEKNOR APEX COMPANY

By its attorneys,



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Dated: January 31, 2006
